IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

Arbitration Case No.59 of 2006

Date of Decision: April 16, 2007

M/s K.K.Chibber Construction **.....Petitioner**

through Mr. Ravindra Jain, Advocate

v.

The Chief Managing Director, National Hydro Electric Power Corporation Ltd. and others **.....Respondents**

through Mr.Lokesh Sinhal, Advocate

CORAM: HON'BLE MR.JUSTICE VIJENDER JAIN, CHIEF JUSTICE

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1. Whether Reporters of Local Newspapers may be allowed to see the judgment?

2. To be referred to the Reporters or not?

3. Whether the judgment should be reported in the Digest?

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VIJENDER JAIN, CHIEF JUSTICE (ORAL)

Learned counsel appearing for the petitioner has contended that following was the Arbitration Clause 55.1 in the agreement:-

> "55.1 Except as otherwise provided, in clause 53 herein before, all questions, disputes or difference, in respect in which the decision has not been final and conclusive arising between the contractor and the Corporation, in relation to or in connection with the contract shall be referred for arbitration in the manner provided as under.
>
> (i) Either of the parties may give to the other notice in writing of the existence of such question, dispute or difference.
>
> (ii) With in thirty (30) days of receipt of such notice from either

party the Chief Engineer/In charge of the project at the time of such dispute shall sent to the contractor panel of three persons and thereafter the contractor within fifteen (15) days of receipt of such panel communicate to the Chief Engineer/In-charge of the project the name of one of the persons from such panel and such a person shall then be appointed sole arbitrator by the Chief Engineer /In charge of the project.

(iii) Provided that if the contractor fails to communicate the selection of a name out of the panel so forwarded to him by the Chief Engineer-in-charge of the Project then after the expiry of the aforesaid stipulated period, the Chief Engineer-in-charge of the project shall without delay select one person from the aforesaid panel and appoint him as the Sole Arbitrator."

Pursuant to the said arbitration clause, legal notice was issued invoking the said clause which is admitted by the respondents. The only objection taken by the respondents is that this Court does not have the territorial jurisdiction as the agreement was entered into at Jammu and Kashmir and the work was also executed at Jammu and Kashmir.

I have perused the arbitration clause. There is no clause conferring sole jurisdiction to the Courts situated in Jammu and Kashmir. Even otherwise, the registered office of the respondent company is situated at Faridabad, in the State of Haryana. However, as one of the parties is having its presence at Jammu and Kashmir, I appoint Justice B.A.Khan (retired Chief Justice of Jammu & Kashmir) as sole Arbitrator to adjudicate upon all the disputes between the parties.

The Arbitrator shall fix his own fee. He shall also fix the place of sitting.

The Arbitrator shall issue notice to the parties of first date of hearing.

Registry is directed to send a copy of this order to the Arbitrator.

Petition stands disposed of.

(VIJENDER JAIN)
CHIEF JUSTICE

April 16, 2007

RC